



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

September 17, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

41 September 17, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AUTHORIZE AND APPROVE THE AGREEMENT WITH  
UNIVERSAL STUDIOS LLC TO PROVIDE ON-SITE FIRE INSPECTOR SERVICES FOR  
IMPLEMENTATION OF THE NBCUNIVERSAL EVOLUTION PLAN  
(3RD DISTRICT) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District (Fire District) is requesting authorization and approval to enter into an Agreement with Universal Studios LLC (Universal) to provide on-site fire inspector services for the development of additional studio, office, theme park, retail, entertainment, and hotel uses at Universal City (NBCUniversal Evolution Plan).

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Chairman to sign the attached Agreement with Universal to provide on-site fire inspector services for Universal's implementation of the NBCUniversal Evolution Plan to be effective the day of Board approval and remain in effect for five years unless renewed or renegotiated or until terminated by either party; and authorize the Fire Chief of the Fire District to renew and/or renegotiate the Agreement if necessary at the conclusion of the first five-year term.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Universal's NBCUniversal Evolution Plan (Project No. TR068565) is a proposed development to establish eligible uses and/or activities on the subject property and to provide a mechanism for implementing the appropriate operational requirements, regulations, conditions, and other requirements, and procedures for construction of 2,433,000 gross new square feet of development

and 544,460 square feet of demolition, for a total of 1,888,540 net square feet of new development on 323 acres of property, which includes 296 acres currently located within the unincorporated County area, 30 acres located within, and proposed to be detached from, the City of Los Angeles, and three acres that are proposed to be annexed from the unincorporated area into the City of Los Angeles.

Approval of the recommended actions will allow the Fire District to dedicate an on-site Fire Inspector (fire fighter specialist position) to perform fire inspection services as provided for in Mitigation Measure K.1-4 of the Mitigation Monitoring and Reporting Program for the NBCUniversal Evolution Plan as approved by your Board on April 23, 2013.

The on-site fire inspector is needed in support of and to aid in expediting the implementation of the NBCUniversal Evolution Plan. Under the terms of the Agreement, Universal will reimburse the Fire District for the full costs of such services.

### **Implementation of Strategic Plan Goals**

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal No.1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

Under the proposed Agreement, the Fire District would be reimbursed for the full salary and employee benefits costs of the dedicated fire fighter specialist position, including overhead.

There is no impact on net County cost

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

County Code Title 22, Chapter 22.70, authorizes County Departments to enter into supplemental fee agreements for processing of projects.

This Agreement will be effective the day it is approved by the Board and shall remain in effect for five years unless renewed or renegotiated between Universal and the Fire Chief of the Fire District, or until terminated by either party.

The Agreement was approved by Universal on July 24, 2013.  
The Agreement has been approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

No impact on current services. Approval of the recommended action will allow the Fire District to dedicate a full time fire fighter specialist position for the purposes of providing fire inspection services, to be reimbursed by Universal.

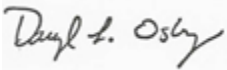
**CONCLUSION**

Upon approval by your Board, please instruct the Executive Officer of the Board to return one (1) signed original and two (2) copies of the Agreement and a copy of the adopted Board letter to:

Consolidated Fire Protection District of Los Angeles County  
Planning Division  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
Attention: Debbie Aguirre, Division Chief

The Fire District will forward the executed original Agreement to Universal for their files.

Respectfully submitted,



DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller

**AGREEMENT BY AND BETWEEN THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND UNIVERSAL STUDIOS LLC FOR ON-SITE FIRE INSPECTOR SERVICES**

This Agreement is made and entered into this 17th day of September, 2013, by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the "DISTRICT," and UNIVERSAL STUDIOS LLC, hereinafter referred to as "UNIVERSAL."

**W I T N E S S E T H**

WHEREAS, UNIVERSAL owns property located in Universal City, which is in the unincorporated area of Los Angeles County and within the jurisdiction of the DISTRICT; and

WHEREAS, DISTRICT provides fire protection, emergency medical and related services to the UNIVERSAL property from Fire Station 51, which is located on the UNIVERSAL property and is staffed with a 3-person engine company and a 2-person paramedic squad; and

WHEREAS, UNIVERSAL's implementation of the NBCUniversal Evolution Plan will require an additional Fire Inspector to perform fire inspection services from the DISTRICT as provided for Mitigation Measure K.1-4 of the Mitigation Monitoring and Reporting Program for the NBCUniversal Evolution Plan (Project No. TR068565); and

WHEREAS, UNIVERSAL and DISTRICT are desirous of dedicating a Fire Inspector who is employed by the DISTRICT to aid in expeditiously implementing the NBCUniversal Evolution Plan; and

WHEREAS, UNIVERSAL is willing to reimburse the DISTRICT for the full costs of such services pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the DISTRICT is willing to render such services pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized by Section 13861 et seq. of the Health and Safety Code.

NOW, THEREFORE, IN CONSIDERATION of the covenants, representations and agreements set forth herein, the parties mutually agree as follows:

1           1. The DISTRICT shall dedicate to UNIVERSAL one Firefighter Specialist to be utilized  
2 as a Fire Inspector on a full-time basis of 40 hours per week, excepting absences due to  
3 emergency response, training, and authorized leaves typical of all DISTRICT employees, such  
4 as vacation, sick time, and jury duty. The Fire Inspector shall perform fire inspection services  
5 in support of the implementation of the NBCUniversal Evolution Plan.

6           2. The services to be provided under this Agreement, the standards of performance and  
7 the discipline and management of all personnel employed under this Agreement shall remain  
8 under the sole direction of the Fire Chief of the DISTRICT, and said personnel will be at all  
9 times under the jurisdiction and supervision of the DISTRICT.

10          3. For and in consideration of services relative to the Fire Inspector, UNIVERSAL  
11 agrees to reimburse the DISTRICT the salary, employee benefits, and overhead of the full-  
12 time, 40-hour Fire Inspector at the monthly rate of \$19,782.05 (the "MONTHLY RATE"), upon  
13 the effective date of this Agreement unless this Agreement is terminated as provided for herein  
14 or until the end of the term of this Agreement, as follows:

15           a. UNIVERSAL agrees to pay the MONTHLY RATE to the DISTRICT by check issued  
16 to Los Angeles County Fire Department and delivered to P.O. Box 54740, Los Angeles,  
17 California 90054-0740 in advance of each month's service, within thirty (30) days of receipt of  
18 an invoice by the DISTRICT.

19           b. During the term of this Agreement, the MONTHLY RATE may be adjusted annually  
20 by the DISTRICT consistent with changes in the DISTRICT's cost of such services as reflected  
21 in the related labor agreements. UNIVERSAL shall be notified of any adjustment in the  
22 MONTHLY RATE within thirty (30) days after such change is effective for the DISTRICT.

23           c. In the event that the Fire Inspector dedicated to Universal is transferred or assigned  
24 to any other unrelated project(s) during the term of this Agreement, Universal shall not be  
25 responsible for the MONTHLY RATE, or any portion thereof, associated with the Fire Inspector  
26 during the period the Fire Inspector is transferred or reassigned.

27          4. The Fire Inspector rendering the services shall be stationed at Fire Station 51 and all  
28 transportation, parking, office space, secretarial support, desks, telephones, and other

1 necessary services and supplies will be provided by Fire Station 51 for the Fire Inspector  
2 rendering services.

3 5. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not  
4 control, limit, or influence any District approval or disapproval of, or imposition of conditions on  
5 the NBCUniversal Evolution Plan.

6 6. Unless otherwise provided herein, any notice, request, consent, instruction, or other  
7 document to be given hereunder by any Party to the others shall be in writing and delivered in  
8 person or by courier, telegraphed, telexed, or by facsimile transmission (with confirmed  
9 receipt) or mailed by first-class mail, postage prepaid (each such notice to be effective on the  
10 date received), as follows:

11  
12 To UNIVERSAL: NBCUniversal  
13 100 Universal City Plaza  
14 Universal City, CA 91608  
15 Attention: E. Mark Lyum  
16

17 To DISTRICT: Consolidated Fire Protection District  
18 1320 N. Eastern Ave – Room 254  
19 Los Angeles, CA 90063  
20 Attention: Deputy Fire Chief John Todd  
21

22 7. This Agreement constitutes the entire agreement among the Parties pertaining to the  
23 subject matter hereof and supersedes all prior agreements, understandings, negotiations, and  
24 discussions, whether oral or written, of the Parties. No supplement, modification, or waiver of  
25 this Agreement shall be binding unless executed in writing by both Parties.

26 8. This Agreement shall be construed in accordance with and governed by the laws of  
27 the State of California.

28 9. The Parties agree that this Agreement is solely for their benefit, and the benefit of

1 Universal's parent, subsidiaries, affiliates, successors and assigns, and it does not, nor is it  
2 intended to, create any rights in favor of or obligation owing to any other parties.

3 10. This Agreement shall become effective upon execution and shall continue in effect for  
4 five years from the date of this Agreement, at which time it will expire unless renewed or  
5 renegotiated by mutually executed written agreement by the duly authorized representative of  
6 UNIVERSAL and the Fire Chief of the DISTRICT.

7 11. This Agreement may be terminated by either Party at will upon ninety (90) days written  
8 notice to the other Party.

9 12. This Agreement may be executed in counterparts with the same force and effect as if  
10 executed in one complete, original document. Signatures delivered by facsimile or electronic  
11 transmission will be accepted as though originals. This Agreement is binding upon and inures  
12 to the benefit of each of the parties and their respective successors and assigns. Any  
13 amendment to this Agreement must be in writing and signed by duly authorized  
14 representatives of the parties hereto.

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1 IN WITNESS WHEREOF, UNIVERSAL has caused this Agreement to be executed by  
2 its duly authorized representative; and the Board of Supervisors of the County of Los Angeles,  
3 as the governing body of the DISTRICT, has caused this Agreement to be executed by its  
4 Chairman and attested by its Clerk, on the day and year noted herein below.

5  
6 **UNIVERSAL STUDIOS LLC**

7  
8  
9 By   
10 E. Mark Lyum, Senior Vice President

11  
12 Date July 24, 2013

13  
14  
15 APPROVED AS TO FORM:

16  
17 By   
18 Attorney  
19 I hereby certify that pursuant to  
20 Section 25103 of the Government Code,  
21 delivery of this document has been made.

22 SACHI A. HAMAI  
23 Executive Officer  
24 Clerk of the Board of Supervisors


25 By   
26 Deputy

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29 **ADOPTED**  
30 BOARD OF SUPERVISORS  
31 COUNTY OF LOS ANGELES

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SACHI A. HAMAI  
EXECUTIVE OFFICER

**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**


By   
Chairman, Board of Supervisors

Date SEP 17 2013

ATTEST:

SACHI A. HAMAI  
Executive Officer, Clerk of the  
Board of Supervisors



By   
Deputy

APPROVED AS TO FORM:

JOHN KRATTLI  
County Counsel

By   
Deputy

78037